

**MEMORANDUM OF UNDERSTANDING BETWEEN THE OFFICE OF PARTNERSHIPS AND GRANT SERVICES AND THE OFFICE OF THE DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT, THE DC DEPARTMENT OF HEALTH, THE DC DEPARTMENT OF EMPLOYMENT SERVICES AND THE DC DEPARTMENT OF HUMAN SERVICES FOR FISCAL YEAR 2009**

**I. INTRODUCTION**

This Memorandum of Understanding (“MOU”) is entered into between the District of Columbia Office of Partnerships and Grant Services (hereinafter “OPGS”), the buyer agency and the Office of the Deputy Mayor for Planning and Economic Development (“ODMPED”), the DC Department of Health (“DOH”), the DC Department of Employment Services (“DOES”) and the DC Department of Human Services (“DHS”) seller agencies (hereinafter “Agencies”), collectively referred to herein as the “Parties”.

**II. BACKGROUND**

A funding opportunity is being made available under Section 1110 of the Social Security Act and Title VIII of the American Recovery and Reinvestment Act (“ARRA”) of 2009, P.L.111-5 (also known as CFDA # 93.711)

Specifically, the Administration for Children and Families (“ACF”), Office of Community Services (“OCS”) is soliciting applications to award 48 grants to State, Local and Tribal governments to build their capacity to provide nonprofit organizations with capacity-building training and technical assistance. That is, ACF will award 48 grants, up to \$250,000, to government offices responsible for outreach to faith-based and community organizations to build their own capacity to provide training and technical assistance to their faith-based and community organizations. The purpose of the grant program is to build the capacity of government offices to assist those organizations in addressing the economic recovery issues present in their communities, including helping low- income individuals secure and retain employment, earn higher wages, obtain better quality jobs and gain greater access to state and federal benefits and tax credits.

The grant period is two years and applications require a 20% match and are due COB July 7, 2009.

**III. PROGRAM GOALS AND OBJECTIVES**

OPGS is an agency within the Executive Office of the Mayor in which the Director reports to the Office of the City Administrator. The OPGS is a subordinate agency responsible for, inter alia, providing four core services to the District government: (1) grant resource development support; (2) grant-making oversight; (3) donation solicitation management; and (4) capacity building training. These services support OPGS’ mission to enhance the capacity of District government and nonprofit organizations to obtain and manage diverse resources through effective management and oversight of the government’s donation solicitation, grant development, and grant-making processes.

## SAMPLE MEMORANDUM OF UNDERSTANDING

Pursuant to Mayor's Order 2008-33, OPGS is the principal DC government entity for overseeing the application for and acceptance and use of federal competitive grants on behalf of the District government.<sup>1</sup> Also, OPGS is the DC government office most closely associated with the provision of capacity- building services to local faith-based and community organizations. As such, OPGS has been designated the "State Single Point of Contact" ("SPOC") with respect to, among other things, all matters related to federal competitive grants.<sup>2</sup>

Whereas the purpose of the grant program is to build the capacity of a government office to assist faith-based and community organizations in addressing the economic recovery issues present in their communities, including helping low- income individuals secure and retain employment, earn higher wages, obtain better- quality jobs and gain greater access to state and federal benefits and tax credits, OPGS has partnered with the Agencies who are Parties to this agreement in order to enhance their collective ability to successfully apply for the ACF grant and, at the end of the grant period, present desired outcomes consistent with the grant's stated goals.

### **IV. SCOPE OF SERVICES**

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

#### **RESPOSIBILITIES OF OPGS:**

1. OPGS shall budget for all services described in this MOU.
2. OPGS shall provide office space, conference space and file space for all personnel assigned to the SCF grant.
3. OPGS shall provide computers, facsimile machines, telephones, photocopiers, shredders and other office equipment to persons assigned to SGC grant.
4. OPGS, or its designated agent, will provide on-site IT support services.
5. OPGS will provide management and reporting functions required by the grant.
6. OPGS will provide the outreach, education, training, technical and other capacity-building assistance to faith-based and community organizations contemplated by the grant.
7. OPGS will arrange with third parties where necessary to receive the capacity-building assistance intended by the grant to bolster its own capacity to provide the named services.

#### **RESPONSIBILITIES OF THE AGENCIES:**

1. To assist with the RFA's stated preference for a 20% cash match, Agencies shall each contribute at least \$6,000 cash in Intra-District funds toward the 20% match requirement.

---

<sup>1</sup> See Mayor's Order 2008-33, Section II (a) and Section V (a).

<sup>2</sup> See Mayor's Order 2008-33, Section VI (b) and Executive Order No.12372, 47 Fed Reg. 30,959 (1982).

## **SAMPLE MEMORANDUM OF UNDERSTANDING**

2. Agencies shall provide the contact information for three (3) of their sub-grantees whom they believe would benefit from the outreach, education, training and technical assistance capacity-building to be provided by OPGS.
3. Agencies shall assist OPGS in providing and assembling the data necessary to secure and/ or comply with the award.
4. Agencies shall assist OPGS in creating and/ or maintaining the programmatic and financial records necessary to fulfill the grant's reporting and audit responsibilities.

### **V. DURATION OF MOU**

The period of this MOU shall be from July 7, 2009 through the later of July 7, 2011 or the date of the award unless terminated in writing by the Parties prior to the expiration.

### **VI. FUNDING PROVISIONS**

#### **A. COST OF SERVICES**

1. Total cost for goods and services under this MOU shall not exceed \$312,500 for the grant period. Funding for the goods and services shall not exceed the actual cost of the goods and services, including labor, materials, benefits and reasonable overhead.

#### **B. PAYMENT**

1. Agency Payment for all of the services shall be made through an Intra-District advance by each Agency to the OPGS based on the amount specified in this MOU.
2. Advances to the OPGS for the services to be performed/ goods to be provided shall not exceed the amount(s) specified in this MOU.

#### **C. ANTI- DEFICENCY CONSIDERATIONS**

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti- Deficiency Act, 31 U.S.C. sections 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code section 47- 355.01- 355.08 (2001), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

## **VII. COMPLIANCE AND MONITORING**

As this MOU is funded by District of Columbia Funds, the Parties acknowledge that they will be subject to scheduled and unscheduled monitoring reviews to ensure compliance with all applicable requirements.

## **VIII. RECORDS AND REPORTS**

The Parties shall maintain records and receipts for the expenditure of all funds provided for a period of no less than three years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the Office of the Chief Financial Officer.

## **IX. CONFIDENTIAL INFORMATION**

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations, policies. Information received by any Party in the performance of this MOU shall be and remain the property of the OPGS.

## **X. MODIFICATION AND TERMINATION**

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties. Any Party may terminate this MOU in whole or in part by giving thirty (30) calendar days in advance written notice to the other Party.

## **XI. NOTICE**

The following individuals are the contact points for each Party under this MOU:

Jane Doe  
Manager, Nonprofit and Faith-Based Relations, OPGS  
1350 Pennsylvania Avenue, NW  
Room 324  
Washington, DC 20004  
Phone: 202-727-8900  
Fax: 202-727-1652  
[jane.doe@dc.gov](mailto:jane.doe@dc.gov)

Mary Smith  
Project Managers, ODMPED  
1350 Pennsylvania Avenue, NW  
Room 317  
Washington, DC 20004  
T: 202.727.6365  
F: 202.727.6705  
[mary.smith@dc.gov](mailto:mary.smith@dc.gov)

## SAMPLE MEMORANDUM OF UNDERSTANDING

John Doe  
Senior Deputy Director  
DC DOH  
825 North Capitol Street, NE Suite 2115  
Washington, DC 20002  
T: 202.442.9014  
F: 202.442.4808  
[john.doe@dc.gov](mailto:john.doe@dc.gov)

John Smith  
Associate Director, DOES  
609 H Street, NE  
Washington, DC 20002  
T: 202.724.7000  
F: 202 673.6993  
[john.smith@dc.gov](mailto:john.smith@dc.gov)

Robert Johnson  
Director of Programs, DHS  
Department of Human Services  
64 New York Avenue, NE, 6<sup>th</sup> Floor  
Washington, DC 20002  
Phone: 202-724-5508  
Fax: 202-741-5237  
[robert.johnson@dc.gov](mailto:robert.johnson@dc.gov)

### **XII. PROCUREMENT PRACTICES ACT**

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g., contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provision of the District of Columbia Procurement Practices Act of 1985 (D.C. Official Code section 2-301.01 *et seq.*) to procure the goods or services of the agent or third party.

### **XIII. MISCELLANEOUS**

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

SAMPLE MEMORANDUM OF UNDERSTANDING

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as of the dates set forth below as follows:

**THE District of Columbia OFFICE OF PARTNERSHIPS AND GRANT SERVICES**

\_\_\_\_\_  
Jane Doe  
Director

Date \_\_\_\_\_

**OFFICE OF THE DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT**

\_\_\_\_\_  
Mary Smith  
Deputy Mayor for Planning and Economic Development

Date \_\_\_\_\_

**THE District Of Columbia DEPARTMENT OF HEALTH**

\_\_\_\_\_  
John Doe  
Director

Date \_\_\_\_\_

**THE District Of Columbia DEPARTMENT OF HUMAN SERVICES**

\_\_\_\_\_  
Robert Johnson  
Director

Date \_\_\_\_\_

**THE District Of Columbia DEPARTMENT OF EMPLOYMENT SERVICES**

\_\_\_\_\_  
John Smith  
Director

Date \_\_\_\_\_